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8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA

10 SUNIL SUDUNAGUNTA,  
11 Individually and on Behalf of All  
12 Others Similarly Situated, Plaintiff,

13 vs.

14 NANTKWEST, INC., PATRICK  
15 SOON-SHIONG, RICHARD  
16 GOMBERG, BARRY J. SIMON,  
17 STEVE GORLIN, MICHAEL D.  
18 BLASZYK, HENRY JI,  
19 RICHARD KUSSEROW, JOHN  
20 T. POTTS, JR., ROBERT  
21 ROSEN, JOHN C. THOMAS,  
22 JR., MERRILL LYNCH,  
23 PIERCE, FENNER & SMITH,  
24 INC., CITIGROUP GLOBAL  
25 MARKETS INC., JEFFERIES  
26 LLC, PIPER JAFFRAY & CO.,  
27 and MLV & CO., LLC.,

28 Defendants.

No. 2:16-cv-01947-MWF-JEM

Consolidated with  
2:16-cv-3438-MWF-JEM

CLASS ACTION

**STIPULATED PROTECTIVE  
ORDER**



1     1.     A. PURPOSES AND LIMITATIONS

2             Discovery in this action is likely to involve production of confidential,  
3 proprietary, or private information for which special protection from public  
4 disclosure and from use for any purpose other than prosecuting this litigation may  
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
6 enter the following Stipulated Protective Order. The parties acknowledge that this  
7 Order does not confer blanket protections on all disclosures or responses to  
8 discovery and that the protection it affords from public disclosure and use extends  
9 only to the limited information or items that are entitled to confidential treatment  
10 under the applicable legal principles. The parties further acknowledge, as set forth  
11 in Section 12.3, below, that this Stipulated Protective Order does not entitle them  
12 to file confidential information under seal; Civil Local Rule 79-5 sets forth the  
13 procedures that must be followed and the standards that will be applied when a  
14 party seeks permission from the Court to file material under seal.

15             B. GOOD CAUSE STATEMENT

16             This action is likely to involve development, commercial, financial,  
17 technical and/or proprietary information for which special protection from public  
18 disclosure and from use for any purpose other than prosecution of this action is  
19 warranted. Such confidential and proprietary materials and information consist of,  
20 among other things, confidential business or financial information, information  
21 regarding confidential business practices, or other confidential research,  
22 development, or commercial information (including information implicating  
23 privacy rights of third parties), information otherwise generally unavailable to the  
24 public, or which may be privileged or otherwise protected from disclosure under  
25 state or federal statutes, court rules, case decisions, or common law. Accordingly,  
26 to expedite the flow of information, to facilitate the prompt resolution of disputes  
27 over confidentiality of discovery materials, to adequately protect information the  
28 parties are entitled to keep confidential, to ensure that the parties are permitted



1 reasonable necessary uses of such material in preparation for and in the conduct of  
2 this litigation, to address their handling at the end of the litigation, and to serve the  
3 ends of justice, a protective order for such information is justified in this matter. It  
4 is the intent of the parties that information will not be designated as confidential  
5 for tactical reasons and that nothing be so designated without a good faith belief  
6 that it has been maintained in a confidential, non-public manner, and there is good  
7 cause why it should not be part of the public record of this case.

## 8 2. DEFINITIONS

9 2.1 Action: this pending federal law suit, case No. 2:16-CV-01947-MWF-  
10 JEM, including all actions consolidated therein.

11 2.2 Challenging Party: a Party or Non-Party that challenges the  
12 designation of information or items under this Order.

13 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
14 how it is generated, stored or maintained) or tangible things that qualify for  
15 protection under Federal Rule of Civil Procedure 26(c) or as specified above in the  
16 Good Cause Statement.

17 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
18 their support staff).

19 2.5 Designating Party: a Party or Non-Party that designates information or  
20 items that it produces in this Action as “CONFIDENTIAL” or “CONFIDENTIAL  
21 – ATTORNEYS’ EYES ONLY.”

22 2.6 Disclosure or Discovery Material: all items or information, regardless  
23 of the medium or manner in which it is generated, stored, or maintained (including,  
24 among other things, testimony, transcripts, and tangible things), that are produced  
25 or generated voluntarily or in disclosures or responses to discovery in this Action.

26 2.7 Expert: a person with specialized knowledge or experience in a matter  
27 pertinent to the litigation who has been retained by a Party or its counsel to serve  
28



1 as an expert witness or as a consultant in this Action, together with such person's  
2 support firm (if any).

3 2.8 House Counsel: attorneys who are employees of a party to this Action.  
4 House Counsel does not include Outside Counsel of Record or any other outside  
5 counsel.

6 2.9 Non-Party: any natural person, partnership, corporation, association, or  
7 other legal entity not named as a Party to this action.

8 2.10 Outside Counsel of Record: attorneys who are not employees of a  
9 party to this Action but are retained to represent or advise a party to this Action  
10 and have appeared in this Action on behalf of that party or are affiliated with a law  
11 firm which has appeared on behalf of that party, and includes support staff.

12 2.11 Party: any party to this Action, including all of its officers, directors,  
13 employees, consultants, retained experts, and Outside Counsel of Record (and their  
14 support staffs).

15 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
16 Discovery Material in this Action.

17 2.13 Professional Vendors: persons or entities that provide litigation  
18 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
19 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
20 and their employees and subcontractors.

21 2.14 Protected Material: any Disclosure or Discovery Material that is  
22 designated as "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS' EYES  
23 ONLY."

24 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
25 Material from a Producing Party.

26 3. SCOPE

27 The protections conferred by this Stipulation and Order cover not only  
28 Protected Material (as defined above), but also (1) any information copied or



1 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
2 compilations of Protected Material; and (3) any testimony, conversations, or  
3 presentations by Parties or their Counsel that might reveal Protected Material.

4 Any use of Protected Material at trial shall be governed by the orders of the  
5 trial judge. This Order does not govern the use of Protected Material at trial.

6 4. DURATION

7 Even after final disposition of this litigation, the confidentiality obligations  
8 imposed by this Order shall remain in effect until a Designating Party agrees  
9 otherwise in writing or a court order otherwise directs. Final disposition shall be  
10 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
11 with or without prejudice; and (2) final judgment herein after the completion and  
12 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
13 including the time limits for filing any motions or applications for extension of  
14 time pursuant to applicable law.

15 5. DESIGNATING PROTECTED MATERIAL

16 5.1 Exercise of Restraint and Care in Designating Material for Protection.

17 Each Party or Non-Party that designates information or items for protection under  
18 this Order must take care to limit any such designation to specific material that  
19 qualifies under the appropriate standards. The Designating Party must designate for  
20 protection only those parts of material, documents, items, or oral or written  
21 communications that qualify so that other portions of the material, documents,  
22 items, or communications for which protection is not warranted are not swept  
23 unjustifiably within the ambit of this Order.

24 Mass, indiscriminate, or routinized designations are prohibited. Designations  
25 that are shown to be clearly unjustified or that have been made for an improper  
26 purpose (e.g., to unnecessarily encumber the case development process or to  
27 impose unnecessary expenses and burdens on other parties) may expose the  
28 Designating Party to sanctions.



1 If it comes to a Designating Party's attention that information or items that it  
2 designated for protection do not qualify for protection, that Designating Party must  
3 promptly notify all other Parties that it is withdrawing the inapplicable designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in  
5 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
6 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
7 under this Order must be clearly so designated before the material is disclosed or  
8 produced.

9 Designation in conformity with this Order requires:

10 (a) for information in documentary form (e.g., paper or electronic  
11 documents, but excluding transcripts of depositions or other pretrial or trial  
12 proceedings), that the Producing Party affix at a minimum, the legend  
13 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
14 contains protected material. If only a portion or portions of the material on a page  
15 qualifies for protection, the Producing Party also must clearly identify the  
16 protected portion(s) (e.g., by making appropriate markings in the margins).

17 A Party or Non-Party that makes original documents available for inspection  
18 need not designate them for protection until after the inspecting Party has indicated  
19 which documents it would like copied and produced. During the inspection and  
20 before the designation, all of the material made available for inspection shall be  
21 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
22 documents it wants copied and produced, the Producing Party must determine  
23 which documents, or portions thereof, qualify for protection under this Order.  
24 Then, before producing the specified documents, the Producing Party must affix, at  
25 a minimum, the "CONFIDENTIAL legend" to each page that contains Protected  
26 Material. If only a portion or portions of the material on a page qualifies for  
27 protection, the Producing Party also must clearly identify the protected portion(s)  
28 (e.g., by making appropriate markings in the margins).



1 (b) for testimony given in depositions or other proceedings, that the  
2 Designating Party, within 21 days after receiving the final transcript, specify in  
3 writing to all Parties the portions of the transcript that contain CONFIDENTIAL  
4 Information or Items. The entirety of the deposition or other testimony shall  
5 constitute Protected Material prior to the expiration of such 21-day period;  
6 thereafter, only the portions so specified shall constitute Protected Material. In  
7 addition to or in lieu of the foregoing procedure, the Designating Party may  
8 designate on the record of the deposition or other proceeding the portions that  
9 contain CONFIDENTIAL Information or Items.

10 (c) for information produced in some form other than documentary  
11 and for any other tangible items, that the Producing Party affix, at a minimum, in a  
12 prominent place on the exterior of the container or containers in which the  
13 information is stored, the legend "CONFIDENTIAL." If only a portion or portions  
14 of the information warrants protection, the Producing Party, to the extent  
15 practicable, shall identify the protected portion(s).<sup>1</sup>

16 5.3 Inadvertent Failures to Designate. An inadvertent failure to designate,  
17 or failure to properly designate, information or items does not waive the  
18 Designating Party's right to do so. Upon correction of a designation, the Receiving  
19

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20 <sup>1</sup> A Party or Non-Party that believes in good faith that CONFIDENTIAL  
21 Information or Items contain its highly confidential and competitively sensitive  
22 business information, and that such information could cause competitive harm if  
23 viewed by an individual Receiving Party, or the officers, directors, or employees  
24 (including House Counsel) of a Receiving Party that is an entity, may designate  
25 such information or items "CONFIDENTIAL – ATTORNEYS' EYES ONLY" in  
26 the same manner as it could designate such information or items  
27 "CONFIDENTIAL." Such information or items shall be treated the same as other  
28 Protected Material under this Stipulated Protective Order, except that they shall not  
be disclosed to an individual Receiving Party, or to the officers, directors, or  
employees (including House Counsel) of a Receiving Party that is an entity. The  
Parties hereto recognize that such a designation impedes the ability of counsel to  
communicate with their clients, and shall be used only sparingly to avoid  
competitive injury.



1 Party must make reasonable efforts to assure that the material is treated in  
2 accordance with the provisions of this Order.

3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
5 designation of confidentiality at any time that is consistent with the Court's  
6 Scheduling Order.

7 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
8 resolution process under Local Rule 37.1 et seq.

9 The burden of persuasion in any such challenge proceeding shall be on the  
10 Designating Party. Frivolous challenges, and those made for an improper purpose  
11 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
12 expose the Challenging Party to sanctions. Unless the Designating Party has  
13 waived or withdrawn the confidentiality designation, all parties shall continue to  
14 afford the material in question the level of protection to which it is entitled under  
15 the Producing Party's designation until the Court rules on the challenge.

16 7. ACCESS TO AND USE OF PROTECTED MATERIAL

17 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
18 disclosed or produced by another Party or by a Non-Party in connection with this  
19 Action only for prosecuting, defending, or attempting to settle this Action. Such  
20 Protected Material may be disclosed only to the categories of persons and under  
21 the conditions described in this Order. When the Action has been terminated, a  
22 Receiving Party must comply with the provisions of section 13 below (FINAL  
23 DISPOSITION).

24 Protected Material must be stored and maintained by a Receiving Party at a  
25 location and in a manner that reasonably ensures that access is limited to the  
26 persons authorized under this Order.



1           7.2    Disclosure of Protected Material. Unless otherwise ordered by the  
2 Court or permitted in writing by the Designating Party, a Receiving Party may  
3 disclose Protected Material only to:

4           (a)    the Receiving Party's Outside Counsel of Record in this Action, as  
5 well as employees of said Outside Counsel of Record to whom it is reasonably  
6 necessary to disclose the information for this Action;

7           (b)    the Receiving Party, if an individual, or the officers, directors, and  
8 employees (including House Counsel) of the Receiving Party, if an entity, to whom  
9 disclosure is reasonably necessary for this Action (except that information or items  
10 designated "CONFIDENTIAL – ATTORNEYS' EYES ONLY" shall not be  
11 disclosed to such persons);

12           (c)    Experts (as defined in this Order) of the Receiving Party to whom  
13 disclosure is reasonably necessary for this Action and who have signed the  
14 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

15           (d)    the Court and its personnel;

16           (e)    court reporters and their staff;

17           (f)    professional jury or trial consultants, mock jurors, and Professional  
18 Vendors to whom disclosure is reasonably necessary for this Action and who have  
19 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A) (although  
20 in the case of mock jurors, it shall be sufficient if they sign an undertaking to  
21 maintain in confidence the information disclosed to them in the course of serving  
22 as mock jurors);

23           (g)    the author or recipient of a document containing the information or  
24 a custodian or other person who otherwise possessed or knew the information;

25           (h)    during their deposition or other testimony in the Action and in  
26 preparation therefor, witnesses, and attorneys for witnesses, in the Action to whom  
27 disclosure is reasonably necessary provided that: (1) the Party imparting the  
28 Protected Material to the witness requests that the witness sign the



1 “Acknowledgment and Agreement to Be Bound” (Exhibit A hereto); and (2) the  
2 witness will not be permitted to keep copies of any Protected Material unless he or  
3 she signs the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless  
4 otherwise agreed by the Designating Party or ordered by the Court; and

5 (i) any mediator or settlement officer, and their supporting personnel,  
6 mutually agreed upon by any of the Parties engaged in settlement discussions.

7 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
8 IN OTHER LITIGATION

9 If a Party is served with a subpoena, court order, discovery request, or other  
10 process in another litigation or proceeding that seeks or purports to compel  
11 disclosure of any Protected Material (collectively, a “Disclosure Request”), that  
12 Party must:

13 (a) promptly notify in writing the Designating Party. Such notification  
14 shall include a copy of the Disclosure Request;

15 (b) promptly notify in writing the party who caused the Disclosure  
16 Request to issue that some or all of the material covered by the subpoena or order  
17 is subject to this Protective Order. Such notification shall include a copy of this  
18 Protective Order; and

19 (c) cooperate with respect to all reasonable procedures sought to be  
20 pursued by the Designating Party whose Protected Material may be affected.

21 The Party that received the Disclosure Request shall not produce any  
22 Protected Material in response to the Disclosure Request unless and until (1) the  
23 time for the affected Designating Party to seek a protective order from the court or  
24 other tribunal from which the Disclosure Request issued has expired without the  
25 Designating Party having sought such an order; or (2) the request for a protective  
26 order has been finally denied by that court or tribunal, with no further opportunity  
27 for appeal or review of such denial. The Designating Party shall bear the burden  
28 and expense of seeking protection for its confidential material in the other court or



1 tribunal. Nothing in these provisions should be construed as authorizing or  
2 encouraging a Receiving Party in this Action to disobey a lawful directive from  
3 another court.

4 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
5 PRODUCED IN THIS LITIGATION

6 (a) The terms of this Order are applicable to information produced by  
7 a Non-Party in this Action and designated as "CONFIDENTIAL" or  
8 "CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information produced  
9 by Non-Parties in connection with this litigation is protected by the remedies and  
10 relief provided by this Order. Nothing in these provisions should be construed as  
11 prohibiting a Non-Party from seeking additional protections.

12 (b) In the event that a Party is required, by a valid discovery request in  
13 this Action, to produce a Non-Party's confidential information in its possession,  
14 custody, or control, and the Party is subject to an agreement with the Non-Party not  
15 to produce the Non-Party's confidential information, then the Party shall:

16 (1) promptly notify in writing the requesting party and the Non-  
17 Party that some or all of the information requested is subject to a confidentiality  
18 agreement with a Non-Party;

19 (2) promptly provide the Non-Party with a copy of the Stipulated  
20 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
21 specific description of the information requested; and

22 (3) make the information requested available for inspection by the  
23 Non-Party, if requested.

24 (c) If the Non-Party fails to seek a protective order from this Court  
25 within 14 days of receiving the notice and accompanying information, the Party  
26 that received the discovery request may produce the Non-Party's confidential  
27 information responsive to the discovery request. If the Non-Party timely seeks a  
28 protective order, the Receiving Party shall not produce such information before a



determination by the Court. Absent a Court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this Court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

Nothing in this Order shall require production of information that a Party contends is protected from disclosure by the attorney-client privilege, the work product immunity, or other privilege, doctrine, right, or immunity. When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Fed. R. Evid. 502(d), where the three requirements described in Fed. R. Civ. P. 502(b) are satisfied such that inadvertent production of a privileged or protected document is not a waiver of privilege or protection from discovery in this case, it shall not operate as a waiver in any other federal or state proceeding.



1     12. MISCELLANEOUS

2             12.1 Right to Further Relief. Nothing in this Order abridges the right of  
3 any person to seek its modification by the Court in the future.

4             12.2 Right to Assert Other Objections. By stipulating to the entry of this  
5 Protective Order, no Party waives any right it otherwise would have to object to  
6 disclosing or producing any information or item on any ground not addressed in  
7 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
8 any ground to use in evidence of any of the material covered by this Stipulated  
9 Protective Order.

10            12.3 Filing Protected Material. A Party that seeks to file under seal any  
11 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
12 may only be filed under seal pursuant to a Court order authorizing the sealing of  
13 the specific Protected Material at issue. If a Party's request to file Protected  
14 Material under seal is denied by the Court, then the Receiving Party may file the  
15 information in the public record unless otherwise instructed by the Court.

16            12.3 Nothing in this Stipulated Protective Order shall in any way limit a  
17 Designating Party's ability to use or disclose its own CONFIDENTIAL  
18 Information or Items.

19     13. FINAL DISPOSITION

20            Within 60 days after final disposition of this Action, as defined in paragraph  
21 4, each Receiving Party must return all Protected Material to the Producing Party  
22 or destroy such material. As used in this subdivision, "all Protected Material"  
23 includes all copies, abstracts, compilations, summaries, and any other format  
24 reproducing or capturing any of the Protected Material. Whether the Protected  
25 Material is returned or destroyed, the Receiving Party must submit a written  
26 certification to the Producing Party (and, if not the same person or entity, to the  
27 Designating Party) by the 60-day deadline that (1) summarizes the Protected  
28 Material that was returned or destroyed and (2) affirms that the Receiving Party



1 has not retained any copies, abstracts, compilations, summaries or any other format  
2 reproducing or capturing any of the Protected Material. Notwithstanding this  
3 provision, Counsel are entitled to retain an archival copy of all pleadings, motion  
4 papers, trial, deposition, and hearing transcripts, legal memoranda,  
5 correspondence, deposition and trial exhibits, expert reports, attorney work  
6 product, and consultant and expert work product, even if such materials contain  
7 Protected Material. Any such archival copies that contain or constitute Protected  
8 Material remain subject to this Protective Order as set forth in Section 4  
9 (DURATION).

10 14. Any violation of this Order may be punished by any and all appropriate  
11 measures including, without limitation, contempt proceedings and/or monetary  
12 sanctions.



1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2 Dated: November 21, 2017

WILSON SONSINI GOODRICH & ROSATI  
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3  
4  
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21 Dated: November 21, 2017

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1 Dated: November 21, 2017

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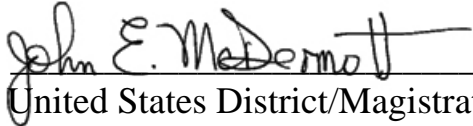
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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: November 29, 2017

  
United States District/Magistrate Judge



1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare  
5 under penalty of perjury that I have read in its entirety and understand the  
6 Stipulated Protective Order that was issued by the United States District Court for  
7 the Central District of California on \_\_\_\_\_[date] in the case of  
8 *Sudunagunta v. NantKwest, Inc. et al.*, Case No. 2:16-CV-01947-MWF-JEM. I  
9 agree to comply with and to be bound by all the terms of this Stipulated Protective  
10 Order and I understand and acknowledge that failure to so comply could expose  
11 me to sanctions and punishment in the nature of contempt. I solemnly promise that  
12 I will not disclose in any manner any information or item that is subject to this  
13 Stipulated Protective Order to any person or entity except in strict compliance with  
14 the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District  
16 Court for the Central District of California for the purpose of enforcing the terms  
17 of this Stipulated Protective Order, even if such enforcement proceedings occur  
18 after termination of this action. I hereby appoint \_\_\_\_\_  
19 [print or type full name] of \_\_\_\_\_ [print or  
20 type full address and telephone number] as my California agent for service of  
21 process in connection with this action or any proceedings related to enforcement of  
22 this Stipulated Protective Order.

23  
24 Date: \_\_\_\_\_

25 City and State where sworn and signed: \_\_\_\_\_

26 Printed name: \_\_\_\_\_

27  
28 Signature: \_\_\_\_\_



1                    **ATTESTATION PURSUANT TO LOCAL RULE 5-4.3.4**

2            I, Cali Tran, am the ECF User whose identification and password are being  
3 used to file the **STIPULATED PROTECTIVE ORDER**. In compliance with  
4 Local Rule 5-4.3.4, I hereby attest that each of the signatories above has concurred  
5 in this filing.

6  
7 Dated: November 21, 2017

Respectfully submitted,

8 WILSON SONSINI GOODRICH & ROSATI  
9 Professional Corporation

10  
11 By: /s/CaliTran  
12 Cali Tran

13 *Attorney for Defendants*

14 *NantKwest, Inc., Patrick Soon-Shiong,*  
15 *Richard Gomberg, Barry J. Simon, Steve*  
16 *Gorlin, Michael D. Blaszyk, Henry Ji,*  
17 *Richard Kusserow, John T. Potts, Jr.,*  
18 *Robert Rosen, and John C. Thomas Jr.*